

LENDER (called "We", "Us", "Our")

BENEFICIAL MASSACHUSETTS INC.
251 W CENTRAL ST
STE 10
NATICK MA 01760

A

BORROWERS (called "You", "Your")

KILEY, TRACY A
SS# 012587554
PO BOX 2794
VINEYARD HAVE MA 02568

LOAN NO:

521704-545787

DATE OF LOAN 06/16/2003	FIRST PAYMENT DUE DATE 07/16/2003	OTHERS SAME DAY OF EACH MONTH	SCHEDULED MATURITY DATE 06/16/2008	CONTRACT RATE (per year) 23.000 %
TOTAL OF PAYMENTS \$ 10,148.40	AMOUNT FINANCED \$ 5,999.90	PRINCIPAL \$ 5,999.90		
TOTAL FINANCE CHARGE \$ 4,148.50	SCHEDULED INTEREST \$ 4,148.50	ADMINISTRATIVE CHARGE \$.00	OFFICIAL FEES \$.00	
LIFE INS PREMIUM \$ NONE	DISABILITY INS PREMIUM \$ NONE	LIU PREMIUM \$ NONE		
FIRST INSTALLMENT \$ 169.14	MONTHLY INSTALLMENT \$ 169.14	TERM PERIOD 60		

REQUIRED INSURANCE. You must obtain insurance for term of loan covering security for this loan as indicated by the word "YES" below, naming us as Loss Payee:

Physical damage insurance on vehicle listed under "Security" above if "Y" appears under "Insured".

Physical damage insurance on other property listed under "Security" above if "Y" appears under "Insured".

You may obtain any required insurance from anyone you choose and may assign any other policy of insurance you own to cover the security for this loan.

(See "Security" paragraph above for description of security to be insured.)

NOTICE: THE FOLLOWING PAGES CONTAIN ADDITIONAL CONTRACT TERMS.



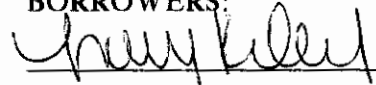
LOAN REPAYMENT AND SECURITY AGREEMENT (Page 3 of 3)

ALTERNATIVE DISPUTE RESOLUTION AND OTHER RIDERS. The terms of the Arbitration Agreement and any other Riders signed as part of this loan transaction are incorporated into this Agreement by reference.

APPLICABLE LAW. This loan is governed by the Massachusetts SLL, Chapter 140, Sections 96 to 114, Massachusetts General Laws, and the currently prevailing Rate Order issued under the SSL.

YOU HAVE RECEIVED A COMPLETE
COPY OF THIS AGREEMENT AND THE
TRUTH-IN-LENDING DISCLOSURES.

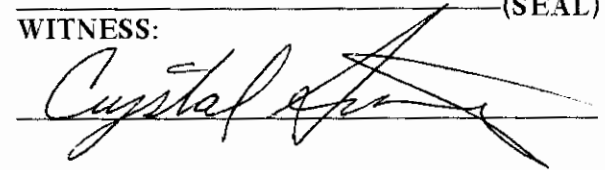
BORROWERS:

 (SEAL)

____ (SEAL)

____ (SEAL)

WITNESS:





N1 KILEY
N2
X1
X2

TRAD A 0256-1454 07 02 03
FUND DATE DATE 1ST PMT DATE FINAL PMT APR CONT RATE EFF DATE COV
06 16 03 07 16 03 06 16 08 23.000 23.000
TOTAL OF PMTS AMT FINANCED PRINCIPAL PROC AFTER INS TRIAD SCEN ID
10148.40 5999.90 5999.90 5999.90 098
TTL FIN CHG SCHED INT DISC/LOAN FEES MAINT FEES PPP ORIG FEES BUS CLS DT
4148.50 4148.50 N 06 16 03
LIFE INS CHG LIFE EXP DT DISAB INS CHG DISAB EXP DT UNEMP CHG UNEMP EXP DT
NONE NONE NONE
LIFE COV FORECL INS PREM PROP INS PREM PROP COV PROP EXP DT
NONE NONE NONE NONE
RELI INS PREM RELI COV RELI EXP DT NON FILING INS PREM TYPE
NONE NONE NONE NONE
1ST PAYMT STD PYMT BALLOON PMT UNIT CHARGE MOS CONT FORM CDE
169.14 169.14 060 52-755-0
PAYMENT INT/CH PRINC BALANCE BY DATE THRU/COMMENTS V S WP
3152.59 6995.81 4gA 031604 //04/13
INT SH 35.00

B

201-SERVICE P 521 00 545787 B/M COLL Y
N1 KILEY TRACY A N2
111 W TASHMOO AVE VINEYARD HAVE MA 02568
SS# 012587554 PH# 508 696 8702 E1 DETRICK LAWRENCE IN N1OA 1 N2OA TLCC305
PAID THRU DUE DATE ACQ DATE PYMT HISTORY UBCP DOD N/A GRP SOL
06/03 07/16/03 *7654321* 258 L O *
FUND DATE DT FNL PYT PAY DAY AMT FIN TOTAL PYMT STD PYMT RATE MOC
06/16/03 06/16/08 O16 C16 5999.90 10148.40 169.14 23.000 060
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NET-BAL-DUE-INQ CDE PROPERTY PAY-TO-DT PMT REF DT ADD
BUS UNIT BENEFICIAL PR
PAYMENT INT/CH PRINC BALANCE BY DATE THRU/COMMENTS WP
INT SH 35.00

000 980881 COMMENTS 980881 2 1730009343 9 88
B/M 041304 1150 N O H O W O L M CIC S CM SERVICES AT 800-566-1040 AND SE
D PMTS TO HFC:961 WEIGEL DR. ATTN:CELLS DEPT. ELMHURTS,IL 60126 KEEP Y
H1 \$ H2 \$ PA:M D \$ FL FFL
B/M 041304 1150 N O H O W O L M CIC S CM PREPARED 101 SUIT PACK FOR ATTY
SHECHTMAN AND HALPERIN REFER CALLS TO DELINQUENCY... KEEP Y
H1 \$ H2 \$ PA:M D \$ FL FFL



MAIL PAYMENTS TO:

Beneficial Massachusetts Inc.
P.O. Box 4153
Carol Stream, Illinois 60197-4153

TRACY KILEY

PO BOX 2794
VINEYARD HAVE, MA, 02568

Date:

Friday, September 19, 2003

Account Number: 521704-00-545787

NOTICE OF RIGHT TO CURE

RIGHTS OF DEFAULTING CUSTOMER UNDER MASSACHUSETTES LAW

You may cure your default for loan/sale, dated 06/16/2003, by paying to Beneficial Massachusetts Inc. (hereinafter referred to as Beneficial) P.O. Box 4153 Carol Stream, IL 60197-4193, \$ 507.42 before Thursday, October 09, 2003. If you pay this amount within the time allowed you are no longer in default and may continue with this transaction as though no default has occurred.

If you do not cure your default by the date stated above, Beneficial may accelerate the unpaid balance of the debt, may sue to obtain a judgement for the amount of the debt, or may take possession of any collateral. If Beneficial takes possession of any collateral, you may get it back by paying the amount of your debt, if you make the required payment within twenty days after Beneficial takes possession.

RTC - MA



MAIL PAYMENTS TO:

Beneficial Massachusetts Inc.
P.O. Box 4153
Carol Stream, Illinois 60197-4153

TRACY KILEY

111 W TASHMOO AVE
VINEYARD HAVE, MA, 02568

Date:

Thursday, November 13, 2003

Account Number: 521704-00-545787

NOTICE OF RIGHT TO CURE

RIGHTS OF DEFAULTING CUSTOMER UNDER MASSACHUSETTES LAW

You may cure your default for loan/sale, dated 06/16/2003, by paying to Beneficial Massachusetts Inc. (hereinafter referred to as Beneficial) P.O. Box 4153 Carol Stream, IL 60197-4193, \$ 676.56 before Wednesday, December 03, 2003. If you pay this amount within the time allowed you are no longer in default and may continue with this transaction as though no default has occurred.

If you do not cure your default by the date stated above, Beneficial may accelerate the unpaid balance of the debt, may sue to obtain a judgement for the amount of the debt, or may take possession of any collateral. If Beneficial takes possession of any collateral, you may get it back by paying the amount of your debt, if you make the required payment within twenty days after Beneficial takes possession.

RTC - MA



MAIL PAYMENTS TO:

Beneficial Massachusetts Inc.
P.O. Box 4153
Carol Stream, Illinois 60197-4153

TRACY KILEY

111 WTASHMOO AVE
VINEYARD HAVE, MA, 02568

Date:

Friday, March 19, 2004

Account Number: 521704-00-545787

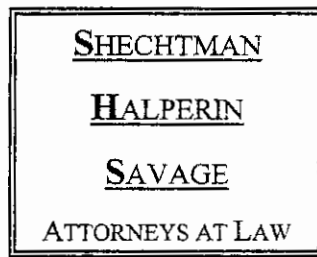
NOTICE OF RIGHT TO CURE

RIGHTS OF DEFAULTING CUSTOMER UNDER MASSACHUSETTES LAW

You may cure your default for loan/sale, dated 06/16/2003, by paying to Beneficial Massachusetts Inc. (hereinafter referred to as Beneficial) P.O. Box 4153 Carol Stream, IL 60197-4193, \$ 1522.26 before Thursday, April 08, 2004. If you pay this amount within the time allowed you are no longer in default and may continue with this transaction as though no default has occurred.

If you do not cure your default by the date stated above, Beneficial may accelerate the unpaid balance of the debt, may sue to obtain a judgement for the amount of the debt, or may take possession of any collateral. If Beneficial takes possession of any collateral, you may get it back by paying the amount of your debt, if you make the required payment within twenty days after Beneficial takes possession.

RTC - MA



A Limited Liability Partnership

April 23, 2004

BY REGULAR MAIL and
CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Tracy A Kiley
111 W Tashmoo Ave
Vineyard Haven, Massachusetts 02568

RE: BENEFICIAL MASSACHUSETTS INC.
Our File No.: 04-00413-0
Balance Due: \$7,138.14



Dear Ms. Kiley:

This office represents Beneficial Massachusetts Inc. in connection with a claim against you for a past due balance owed in the amount indicated above.

Unless you dispute the validity of the debt or any portion thereof within 30 days of receiving this letter, we will assume the debt to be valid. If you notify us, in writing, within the thirty-day period that the debt or any portion thereof, is disputed, we will obtain verification of the debt (or a copy of the judgment against you, if applicable), and we will mail a copy of such verification or judgment to you.

Upon your written request within the thirty-day period, we will provide you with the name and address of the original creditor, if different from the current creditor.

Please address all communications and make all payments DIRECTLY TO OUR PROVIDENCE OFFICE. You may also telephone us toll free at 877-575-1400.

Very truly yours,


Shawn M. Masterson

**THIS IS A COMMUNICATION FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT TO
COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT
PURPOSE.**

86 Weybosset Street / Providence / Rhode Island / 02903 / Tel. 401.272.1400 / Fax 401.272.1403
352 Newbury Street / Boston / Massachusetts / 02115 / Tel 617.267.7000 / Fax 617.267.7011
TOLL FREE 877-575-1400

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UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

BENEFICIAL MASSACHUSETTS INC.)

Plaintiff,)

VS.)

No. 5CV10342MLW)

TRACY A. KILEY A/K/A)

TRACY KILEY ELLIOTT)

Defendant)

**PLAINTIFF/ COUNTERCLAIM DEFENDANT'S MOTION FOR SUMMARY
JUDGMENT**

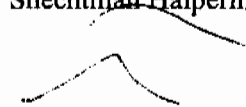
Plaintiff/Counterclaim Defendant, Beneficial Massachusetts Inc. ("Beneficial"), hereby moves, pursuant to Federal Rules of Civil Procedure 56, for an order dismissing Defendant/Counterclaim Plaintiff, Tracy A. Kiley a/k/a Tracy Kiley Elliott's, ("Kiley") Counterclaim in its entirety and for judgment in favor of Beneficial and against Kiley in the amount of \$5,999.90, plus accrued interest in the amount of \$1,138.24, plus a reasonable attorney's fee in the amount of \$1,049.37 for a total recovery of \$8,187.51, plus statutory interest and recoverable costs.. As grounds for this motion Beneficial states that there is no genuine issue as to any material fact and further that Beneficial is entitled to judgment as a matter of law. In support of this motion, Beneficial submits its Plaintiff's Affidavit of Jeri Harrington and its Memorandum of Law herewith.

WHEREFORE, Plaintiff/Counterclaim Defendant respectfully requests that its Motion for Summary Judgment be granted.

Local Rule 7.1 (A)(2) Certification

Counsel for Plaintiff/Counterclaim Defendant hereby certifies that he spoken with the *pro se* Defendant/Counterclaim Plaintiff, Tracy A. Kiley a/k/a Tracy Kiley Elliott, regarding the basis for this Motion but that the parties have not been able to reach an agreement.

Plaintiff/Counterclaim Defendant
By its Attorneys,
Shechtman Halperin Savage, LLP,



Shawn M. Masterson, BBO#658276
86 Weybosset Street
Providence, RI 02903
(401) 272-1400 phone
(401) 272-1403 fax

Certificate of Service

I certify that the within Motion for Summary Judgment was served upon the following *pro se* Defendant/Counterclaim Plaintiff by first class mail, postage prepaid, on October 13, 2005:

Tracy A. Kiley a/k/a Tracy Kiley Elliott
108 West Tashmoo Avenue
Vineyard Haven, MA 02301



Shawn M. Masterson, Esquire

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

BENEFICIAL MASSACHUSETTS INC.
Plaintiff,

VS.

TRACY A. KILEY A/K/A
TRACY KILEY ELLIOTT
Defendant

No. 5CV10342MLW

AFFIDAVIT IN SUPPORT OF
PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT

I, Jeri Harrington, upon oath depose and state as follows:

1. That I am employed at Beneficial Massachusetts, Inc and have personal knowledge about this matter.

2. That as an employee of Beneficial Massachusetts, Inc, the records and documents with regard to this matter are under my control and custody and I am therefore, competent to make the statements contained herein, which statements are made on personal knowledge.

3. That the documents and records referred to herein were made in the regular course of business, and it is the regular course of business of Beneficial Massachusetts, Inc to make such records at the time of such act, transaction, occurrence, or event or within a reasonable time thereafter.

4. That documents in my custody show that Tracy A Kiley a/k/a Tracy Kiley Elliott ("Defendant"), executed a Promissory Note dated June 16, 2003 (the "Note") presently held by Beneficial Massachusetts, Inc. A copy of the Note is attached hereto and as Exhibit A and is incorporated by reference.

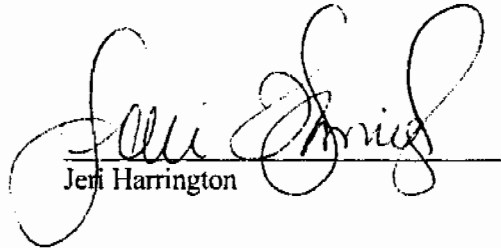
5. That the Defendant has failed to make any payments in accordance with the terms of the Note. A copy of the payment history is attached hereto and as Exhibit B and is incorporated by reference.

6. That on or about November 13, 2003, Beneficial Massachusetts, Inc. sent Defendant a Notice to Cure Default letter. A copy of the Notice of Right to Cure letter is attached hereto and as Exhibit C and is incorporated by reference.

7. That Beneficial Massachusetts, Inc is presently owed the sum of \$5,999.90 due on the Note, plus accrued interest as of September 13, 2005 in the amount of \$1,138.24, plus attorney's fees in the amount of \$1,049.37 as provided for in the Note for a total amount of \$8,187.51, plus statutory interest from and after the filing of the Complaint.

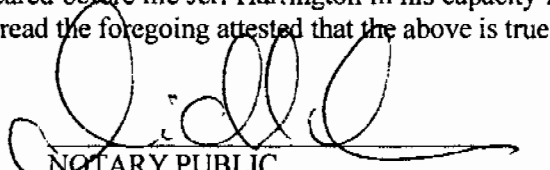
8. That Beneficial Massachusetts, Inc has demanded payment in accordance with the Note and the Defendant has refused payment.

As to any facts known to me upon information and belief, I believe these facts to be true.


Jeri Harrington

STATE OF VIRGINIA
COUNTY OF Virginia Beach

On September 13, 2005 appeared before me Jeri Harrington in his capacity for Beneficial Massachusetts, Inc and having read the foregoing attested that the above is true to the best of his knowledge and belief.


NOTARY PUBLIC
My commission expires: 5/31/06